

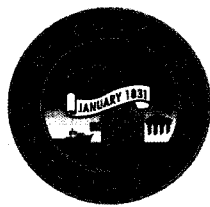
CONTRACT FOR SERVICE

CONTRACT NO: 1453-14061

FOR

TEMPORARY STAFFING SERVICES

BETWEEN



**COOK COUNTY GOVERNMENT
DEPARTMENT OF REVENUE**

AND

**KFORCE PROFESSIONAL STAFFING, INC.
(Based on State Of Arizona Contract No. ADSP013-043951)**

SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and KForce Professional Staffing, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the State of Arizona solicited a formal Request for Proposal process for Temporary Staffing Services, and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the State Of Arizona entered into a contract on March 25, 2013 for the provision of services by the Contractor for the State relative to Temporary Staffing Services; and

Whereas, the County wishes to leverage the procurement efforts of the State Of Arizona; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and KForce Professional Staffing, Inc., herein after the "Contractor"; and

Whereas, the County, through the Department Of Revenue, desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County Temporary Staffing Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State of Arizona Contract No. ADSP013-043951 as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective from February 16, 2015 through February 15, 2016 with two (2), one (1) year renewal options; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of 62,062.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the State of Arizona contract, hereto incorporated by reference as Exhibit 2, State Of Arizona Contract No. ADSP013-043951, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 State of Arizona Contract No. ADSP013-043951
- Exhibit 3 Evidence of Insurance

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the any and all Subcontractor it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any Subcontractor. Identification of Subcontractor to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontracts shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Consultant is of the essence. The Consultant shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Consultant to remove any of the Consultant's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Consultant's personnel, the Consultant shall be fully responsible to County for all work performed pursuant to this Contract by Consultant's employees, Subcontractor or others who may be retained by the Consultant with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Consultant shall require all policies of insurance that are in any way related to the work and are secured and maintained by Consultant and all tiers of Subcontractor to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Consultant shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Consultants and Subcontractor which Consultant may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Consultant.
- 3) The Consultant shall require all tiers of Subcontractor to waive the rights of recovery against Cook County and all tiers of Subcontractor.

Insurance Requirements of the Consultant

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Consultant shall be primary and not excess or pro rata to any other insurance issued to the County.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;

- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Consultant and Sub-Consultants of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. **Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Consultant shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Consultant promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Consultant, after notice has been given by the County to the Consultant that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, Subcontractor, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONSULTANT CREDITS

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Consultant shall be in default hereunder in the event of a material breach by Consultant of any term or condition of this Contract including, but not limited to, a representation or warranty, where Consultant has failed to cure such breach within ten (10) days after written notice of breach is given to Consultant by the County, setting forth the nature of such breach.

In the event Consultant shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Consultant expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Consultant to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Consultant further opportunity to cure such breach. Failure of County to give written notice of breach to the Consultant shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Consultant commit a subsequent breach of this Contract.

A material breach of the contract by the Consultant includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Consultant's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Consultant to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Consultant, the County reserves the right to withhold payments otherwise owed to Consultant until such time as Consultant has cured the breach.

If the Consultant fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Consultant commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Consultant which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONSULTANT'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Consultant shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Consultant shall have the right to pursue all remedies available in law or equity. In all cases the Consultant's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Consultant. In no event shall Consultant be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Consultant shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Consultant shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and Subcontractor, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Consultant of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Consultant and Sub-Consultant upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Consultant of the award of a contract to a Prime Consultant, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Consultants will be required to submit on a timely basis, Sub-Consultants Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Consultant.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Consultants as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Consultants.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Consultants including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to Consultant and Subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Consultant shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONSULTANT

The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Consultant nor any of its employees, agents or Subcontractor shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Consultant will have access to the County's protected health information in performing its responsibilities under this Contract, Consultant shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Consultant shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Consultant shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Consultant shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and Subcontractor to comply therewith. The Consultant shall confine the operations of its employees, agents and Subcontractor on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Consultant shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Consultant. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Consultant shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Consultant shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Consultant shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONSULTANT:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Consultant, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Consultant shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Consultant gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Consultant provides Deliverables manufactured by another entity, Consultant shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Consultant tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Consultant in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 AUDIT; EXAMINATION OF RECORDS

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONSULTANT STATUS; NO THIRD PARTY BENEFICIARIES

The Consultant and its employees, agents and Subcontractor are, for all purposes arising out of the Contract, independent Consultants and not employees of the County. It is expressly understood and agreed that neither the Consultant nor Consultant's employees, agents or Subcontractor shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent Consultants. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Consultants, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 **FEDERAL CLAUSES**

1. Interest of Members of or Delegates to the United States Congress
 In accordance with 41 U.S.C. § 22, the Consultant agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
 - (a) The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.

 - (b) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents
 - (a) General. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify County immediately and provide a detailed report.

 - (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Consultant, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Consultant agrees that, irrespective of its status or the status of any Subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Consultant agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Consultant may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Consultant purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Consultant on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct.

This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Consultant will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Consultant will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Consultant to make such delivery, then and in that event, the Consultant will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off.

The Consultant will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Consultant recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Consultant also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Consultant agrees to adhere to, and impose on its Subcontractor, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Consultant agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

- (b) **Air Quality.** The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Consultant agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Consultant further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
 - (c) **Clean Water.** The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Consultant further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
 - (d) **List of Violating Facilities.** The Consultant agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Consultant will promptly notify the County if the Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
 - (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Consultant agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
7. No Exclusionary or Discriminatory Specifications
 Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.
8. Cargo Preference - Use of United States Flag Vessels
 The Consultant agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Consultants and Subcontractor at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Consultant or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Consultant.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Consultant's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Consultant has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Consultant and, if no future payments are due or if future payments are less than such excess, the Consultant will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Consultant certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. Consultant may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Consultant will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Consultant agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Consultant agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The Consultant agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Consultant agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Consultant waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Consultant represents and warrants that the Consultant/Consultant has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and Subcontractor, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Consultants shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
25. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. Consultants with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CONTRACT NO: 1453-14061

EXHIBIT 1

SCOPE OF SERVICES AND PRICE PROPOSAL

CLIENT SERVICES WORK ORDER

Service Provider: Kforce Professional Staffing, 125 S. Wacker Drive, Suite 1300 -- (312) 917-2275

Types of Service: Kforce is to provide the Cook County Department of Revenue with consultants to handle and manage the backlog of notices that must be mailed for Individual Use Tax and the Non Retailer Use Tax. There is a back log of 100,000 Individual Use Tax notifications and an annual volume of 100,000 notifications for current mailings, as well as a backlog of 130,000 of Non-Retailer Use Tax notices and an annual volume of 240,000 notifications for current mailings. Due to the high volume of notifications that must be mailed, these professional, on-site temporary staff members will assist with the increased customer service volume that will occur due to the quantity of mail that will be sent in order to collect on outstanding debt due to the backlog of notices.

1. **Position Title:** Call Center 2
2. **Consultants:** Three (3)
3. **Contract Duration:** 12 Months
4. **Client:** Cook County Department of Revenue
118 N. Clark Street
Chicago, Illinois 60602
5. **Contract Amount:** \$ 62,062
6. **Bill Rate:** \$ 19.25 per hour
7. **Overtime Rate:** \$ 19.25 per hour (For hours worked in excess of 40 hours per week).
8. **Expenses:** Cook County Department of Revenue will not pay for business related expenses.

For purposes of this Work Order, business related expenses shall be those expenses pre-approved by the Cook County Department of Revenue as indicated by the Cook County Department of Revenue's signature on KFORCE's Consulting Time Sheet or other signed and approved expense reporting form.

9. **Payment Terms:** Net 30 Days
10. **Entire Agreement:** This Client Services Work Order together with any validly executed Client Services Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Work Order and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter, all of which are merged in this Work Order. This Work Order may not be amended or modified except by a further written agreement by the parties to this Work Order.

Unless otherwise specified in writing, the services to be performed by KFORCE Consultant shall be performed at the Cook County Department of Revenue's location specified above.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written.

Kforce Inc.

By: _____

Ryan Langley

Title: Managing Director

Date: 10/16/14

Cook County Department of Revenue

By: _____

Joyce Steele


Title: Operations Director

Date: _____

CONTRACT NO: 1453-14061

EXHIBIT 2

STATE OF ARIZONA CONTRACT NO. ADSP013-043951

	Offer and Acceptance		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: RFP ADSP013-00002527	PAGE 3	
	OFFEROR:	OF 44	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

F-0840149-0

Federal Employer Identification No.:

59-3264661

E-mail: cheinrich@kforce.com

Phone: 602-776-1172

Fax: 602-274-8332

Kforce Inc.

Company Name

3131 E. Camelback Rd., Suite 225

Address

Phoenix

AZ

85016

City

State

Zip


Signature of Person Authorized to Sign Offer

Chad Heinrich

Printed Name

Market Director

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §5 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

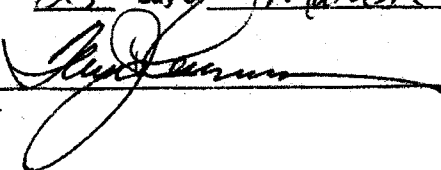
ADSP013-043951

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

25th day of March 20 13

Procurement Officer





Contract Amendment

Contract No.: ADSP013-043951

PAGE
1 OF 1

Amendment No.: Three

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTRACTOR:

KFORCE
3131 E. Camelback Road, Suite 225
Phoenix, AZ 85016

STATE AGENCY:

AZ Department of Administration
State Procurement Office

100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Courtney Clifford

PHONE: 602.776.1117

EMAIL: cclifford@kforce.com

CONTACT: Connie Schneider

PHONE: (602) 542-9190

EMAIL: Connie.Schneider@azdoa.gov

Temporary Staffing Services

1. Section 3, of the SPECIAL TERMS AND CONDITIONS, ADMINISTRATIVE FEE/USAGE has been replaced in its entirety with the following clarifying language:

3. ADMINISTRATIVE FEE/USAGE

1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.
2. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.
3. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
4. Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.
5. The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:
Arizona Department of Administration
State Procurement Office
Attention: Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007.
6. The submission schedule for Administrative Fees and Usage reports shall be as follows:
July through September (FY Q1) – Due October 31
October through December (FY Q2) – Due January 31



January through March (FY Q3) – Due by April 30

April through June (FY Q4) – Due by July 31

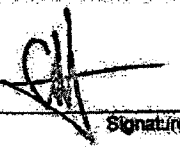

7. Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.
2. Section 10, of the **SPECIAL TERMS AND CONDITIONS**, has been replaced in its entirety with the following clarifying language:

10. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

3. Section 12 of the **SPECIAL TERMS AND CONDITIONS, INSURANCE REQUIREMENTS**. A new Certificate of Insurance shall be submitted for the second Term of the contract through March 31, 2015.
4. In accordance with **SPECIAL TERMS AND CONDITIONS**, Paragraph 21, Term of Contract (Sole Option), on Page 18, the aforementioned contract is hereby extended for an additional one-year period. The term of the extended contract shall be from 3/31/2014 to 4/1/2015.
5. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
 Signature	 Signature
2/24/14 Date	2/24/14 Date
<u>Chad Harnisch</u> <u>Market Vice President</u> Printed/Typed Name and Title	<u>Connie Schneider, C.P.M.</u> <u>Sr. Procurement Officer</u> Printed/Typed Name and Title



Attachment I

Solicitation No.: RFP ADSP013-00002527

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Description: Temporary Staffing Services

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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

OFFEROR'S KEY PERSONNEL

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. **Answers such as "See attached Resume" will not be accepted.** If resumes are included please also reference the position on the resume.

Director, Business Development

Anita Pimentel

Position

Employee Name

Current Information

Position Currently Held In Firm:	Director, Business Development
Years With Firm:	3.5 years
Years In Current Position:	3.5 years
Years' Experience In Role:	15 years experience overall
Percentage of Employee's Time Dedicated to This Contract:	50-60%

Related Experience

Project Name Providing Temporary Staffing to Drivetime (Client)		
Job Title Director, Business Development	Project Begin Date February, 2009	Project Ending Date Currently still engaged
Duties Performed Related to Proposed Position Liaison between client and Kforce working directly with client and identifying hiring needs and relaying that information back to Kforce recruiting team.		
Project Name Arizona Department of Education		
Job Title Director, Business Development	Project Begin Date 2012	Project Ending Date Current
Duties Performed Related to Proposed Position Liaison between AZ Dept of Edu/State of Arizona and Kforce. Respond to all requests; oversee recruiting efforts, submittal of qualified candidates, and scheduling of interviews. Responsible for IT business development for State of Arizona.		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

The Account Executive will assist in the delivery of temporary staffing services for the high level categories of Accounting, Call Center and Data Entry and ensure Kforce meets the requirements of the Scope of Work (Solicitation pages 4-8). The Account Executive's responsibilities include:

- 1.) Oversee SOA contract
- 2.) Liaison between SOA and Kforce
- 3.) Work closely with Account Manager & recruiting team to ensure timely recruiting, interview scheduling, on boarding and Customer Quality Care Program delivery to State of Arizona
- 4.) Oversee Contract Usage Reports



Attachment I

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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

Account Manager

Courtney Clifford

Position

Employee Name

Current Information

Position Currently Held in Firm:	Client Relationship Representative
Years With Firm:	6 Months
Years In Current Position:	6 Months
Years' Experience in Role:	6 Months
Percentage of Employee's Time Dedicated to This Contract:	75%

Related Experience

Project Name DriveTime		
Job Title Client Relationship Representative	Project Begin Date 2012	Project Ending Date Current
Duties Performed Related to Proposed Position Liaison with client and Kforce recruiting team. Oversee client request and candidate recruiting process. To include recruiting, scheduling, on boarding candidates and client candidate relationships for durations of assigned project.		
Project Name N/A		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

The Account Manager will assist in the delivery of temporary staffing services for the high level categories of Accounting, Call Center and Data Entry and ensure Kforce meets the requirements of the Scope of Work (Solicitation pages 4-8). The Account Manager's responsibilities include:

- 1.) Liaison with SOA manager's and Kforce contractors.
- 2.) Responsible for execution of recruiting, interview scheduling, on boarding and Quality Care Program delivery with client and contractor.
- 3.) Point of contact for time sheet discrepancies with client and contractor.



Attachment II

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Description: Temporary Staffing Services

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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

QUESTIONNAIRE INSTRUCTIONS:

Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format named **ADSP013-0000xxxx** [Offeror's Name] 'Response_Questionnaire.pdf' that contain the responses to all of the Questionnaire items ("items") listed below.

Responding to the Proposal:

- A. Include the item number when responding to each item.
- B. Prepare each item response in the form indicated demonstrating your ability to satisfy the Scope of Work.
- C. When an item asks Offeror to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described.
- D. Use straightforward language limited to facts, solutions to problems, and plans of proposed action.
- E. Limit the use of technical language to describing technical processes.
- F. Submit responses in the order listed below.

ITEMS:

1. Method of Approach:

- A. Offeror shall state the specific high-level category to which they are proposing and provide a narrative of how Offeror will effectively provide the temporary personnel services under the specific temporary staffing high-level category. The narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action:
 - a. Accounting
 - b. Administrative
 - c. Call Center
 - d. Data Entry
 - e. Education
 - f. Insurance
 - g. Legal
 - h. Light Industrial
 - i. Marketing
 - j. Medical / Healthcare
 - k. Special Expertise

Kforce is proposing to provide services for the following categories: Accounting; Call Center; Data Entry; and Medical / Healthcare.

We will effectively provide temporary personnel services for these categories using our proprietary methodology for managing staffing programs with clients. This methodology, which we call the Knowledge Staffing Modelsm, is illustrated below and has been refined over fifty years in business.



Attachment II

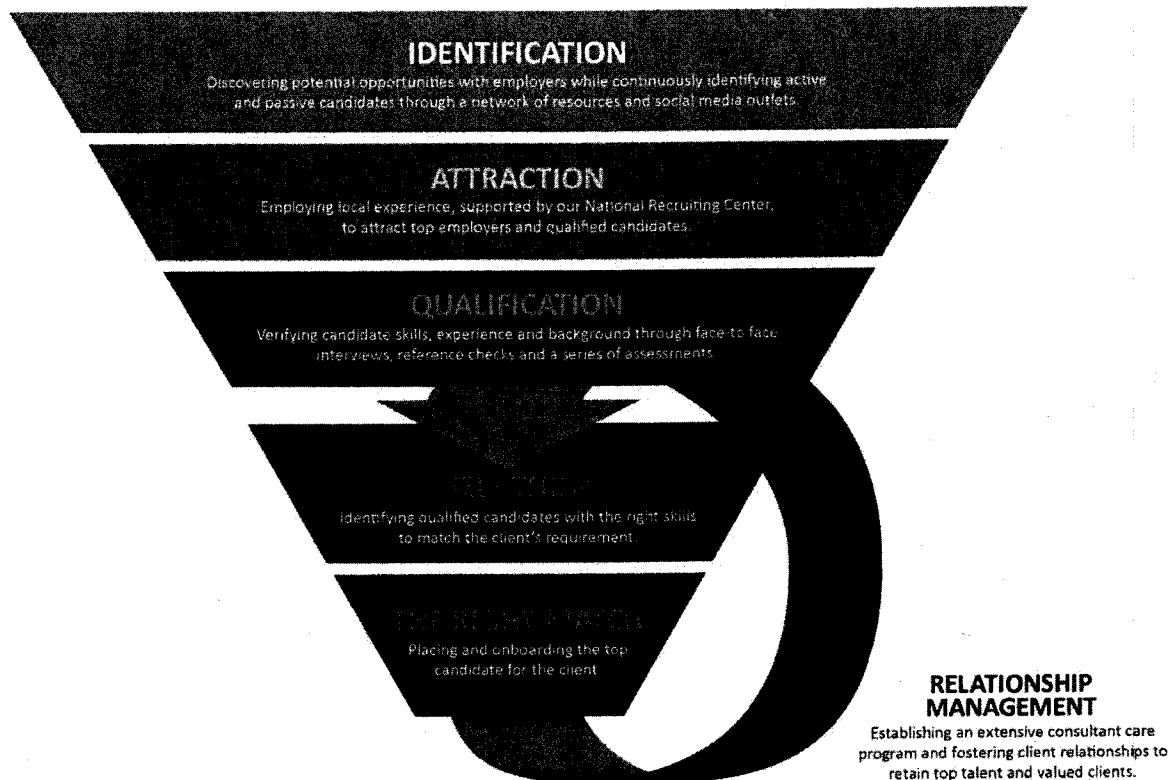
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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007



As experts in talent management, we understand demand for strong technical resources is high. Therefore, we have developed a recruiting engine designed to secure all available talent through two avenues – active and passive. This two-pronged effort combines the power of recruiting specialists in our branch offices and our National Recruiting Center.

- We have nearly 700 professionals focused on recruiting activities across the US. They are based in our branch offices, are intimately connected to the markets in which they reside, and dedicated to identifying passive candidates for our clients' current and future needs.
- We also have an industry-leading, centralized recruiting team based in Tampa, FL. Our National Recruiting Center is a unique service offering that consists of more than 300 professionals focused on candidate generation. These specialists work around the clock to identify and qualify new talent. With a proven resource delivery system, our National Recruiting Center processes 68,000 resumes and provides nearly 5,200 vetted professionals for client openings monthly.

The combination of these two teams allows us to provide 100% coverage across the US regardless of physical presence.



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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

Identification

Our powerful recruiting engine uses traditional and technology-enabled sources to continually identify candidates for current and future client openings. Our sources allow us to identify active candidates – professionals openly seeking a new opportunity. Our sources also reveal passive candidates – experienced professionals who are successful in their current position, but can be enticed to make a move for the right opportunity.

Active Candidate Sources

- Kforce's resume database
 - Job boards
- Monster, Dice, Kforce.com
- Referrals
 - Kforce alumni, current candidates, customers
- Newspapers
- Job fairs
- Professional associations
- Community organizations
- Customers / Downsizings

Passive Candidate Sources

- Referrals
 - Kforce alumni, current candidates, customers, reference checks
- Research
 - Direct recruiting and marketing lists
- Social media & networking
 - Professional associations
 - Community organizations
- Other
 - Subcontractors / third party firms
 - International Specialty Solutions – foreign nationals fully packaged as Kforce W-2 resources and ready for assignment

Attraction

Using these sources, our powerful recruiting engine is able to provide a scalable pipeline of candidates from which to quickly deliver the talent you require.

We are able to attract resources through:

- Diverse career opportunities
 - Permanent placement
 - Contract placement
 - Contract-to-hire
- High profile customers
 - National
 - Local
- Kareforcesm
 - Health and welfare benefits
 - Paid time off
 - E-learning
 - Retirement planning
 - Employee stock purchase
 - Discount program
 - Credit union membership

Qualification

Our comprehensive qualification process consists of an initial phone screen, registration and assessment, and background verifications. Registration and assessment includes the completion of a formal application, a structured behavioral interview, skills assessment testing to validate expertise, and a commitment to various opportunities based upon an agreed wage. Background verifications include securing at least two professional references. At your request, it will also include criminal background checks (local, federal, and/or international sources); social security verification; drug screenings; education verification; as well as the verification of any required certifications, licenses and/or security clearances.



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100 N.15th Ave., Suite 201
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Selection

The Kforce team follows a disciplined delivery process to ensure that each candidate presented for selection will be validated based on skills, compensation, and availability for the duration of the assignment. The steps are outlined below.

- **Selection**
 - Present opportunity
 - Verify skills
 - Verify Compensation Expectations
 - Verify location
 - Obtain acceptance for presentation to client
- **Submittal to Client**
 - Confirm Decision Timeline
 - Submit Top Candidates
 - Solicit Feedback / Debrief
 - Client
 - Candidate

Right Match (Offer / Acceptance)

The final step in the delivery process is on-boarding. To ensure that each candidate is prepared for their first day on assignment we perform the following tasks:

- **With the State**
 - Introduce the candidate
 - Confirm the bill rate
 - Clarify invoice requirements
 - Schedule Follow-up
 - Confirm holiday schedules
- **With the candidate**
 - Confirm pay rate
 - Review the timecard approval process
 - Review the expense approval process (if applicable)
 - Schedule Follow-up
 - Confirm holiday schedules

Relationship Management

Kforce believes that what happens after our consultants start their assignments is just as important as any other step in our staffing program. In fact, building strong, lasting relationships with consultants and clients might be the most important step of all. That's because the two go hand-in-hand. So Kforce works hard to develop relationships with both our "Great People" and our great clients.

- **For Our Clients**

We provide a dedicated representative who will be the daily contact for questions and prompt resolution of any issues that arise. Also, we are proactive in the management of our consultants. Regular conference calls with your representatives and with our consultants help to identify and correct problems before they effect productivity.
- **For Our Consultants**

We have a proven, consistent approach to working with consultants that improves performance, minimizes turnover, and reduces your company's risk of co-employment issues. We call it Kareforcesm, our proprietary consultant care program.



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It begins on the consultant's first day on the job. We meet with the consultant and the client to clearly define goals, expectations and other requirements. This type of communication continues throughout the assignment.

While working with Kforce, our consultants receive comprehensive health and welfare benefits. Kforce is an industry leader in this area. Only 28 percent of the nation's staffing firms offer similar benefits.

We also actively work to redeploy our consultants. This allows them to focus on their current assignment rather than looking for their next placement. Our alumni programs also actively market consultants for other opportunities with the same organization.

B. Job Titles/Job Descriptions: Offeror shall use **Attachment III** to submit Job Title(s) and corresponding job description(s) that may fall under each high-level category.

- It is expected that when defining a lower job title and job description, it is assumed that the next higher level, a mid-level position per se, will entail the same qualifications as an entry level plus those mid-level qualifications. *Therefore, for the next higher level job title, only the job description qualifications that delineate the higher level position(s) from the lower position shall be explained for that higher position job title.*

We have provided our job titles and corresponding descriptions separately in **Attachment III**.


C. Understanding of Offer:

- a. Offeror's response is complete and demonstrates their ability to provide the services specified in the Scope of Work.

The State needs staffing providers that have access to professionals with the skills and experience you require -- skills in Accounting, Call Center, Data Entry, and Medical / Healthcare.

The solution is Kforce. We bring to the State an existing nationwide database of professionals -- thousands of resumes -- built over five decades. We also offer continual recruitment of new candidates through dedicated recruiting specialists. These recruiting specialists expand our database of professionals with skills in:

- **Accounting:**
 - Transactional Work -- professionals experienced in areas such as accounts payable, accounts receivable, billing, payroll, and collections.
 - Operational Work -- professionals experienced in creating and maintaining your organizations' financial framework. These areas include budgeting, cost accounting, general ledger accounting, reporting (internal and external), tax compliance and internal audit.
 - Strategic Work -- professionals that help you understand and make use of past financial data and that offer projections and conclusions about the future using that past financial data. These professionals can meet your needs in financial planning, risk management, mergers/acquisitions and tax planning.
- **Call Center** -- professionals for entry level support up to advanced call center staff. Many have experience with specific software from Sage, Seibel and others.
- **Data Entry** -- professionals with verifiable skills for your data support needs

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- **Medical / Healthcare – professionals for medical billing and collections**

The result of our focus on these skills is a qualified professional when the need for talent arises at the State. For example, a leading foods company was working to digest a recent dairy acquisition by converting the purchased company's financial system from BPCS to Timberline. While employees of the parent company were well equipped to lead this transition, someone would have to mind the store during the conversion. It was imperative to the success of the acquisition to not allow the backfill of work to become its own issue.

The parent company asked Kforce to provide 11 consultants to pick up routine finance and accounting functions. Within one week, Kforce found the right matches. Just 10 days later, our consultants had picked up the parent company's system and were maintaining the operation. While the parent company's staff were installing and debugging the new system, Kforce consultants were on the scene and operating a number of critical functions, including:

- Accounts payable and receivable
- Billing
- Spreadsheet projections
- Order entry
- Inventory audits
- Additional customer service functions

The company felt so much comfort in letting Kforce run things while it tested its transition, it is considering hiring the bulk of the consultants on a permanent basis.

- b. Offer shall provide its policies and training procedures its personnel received prior to their work assignments.

Prior to assignment start, Kforce provides an assignment orientation session. The session also confirms assignment logistics regarding the consultant's assignment information (start and end date, location, rate, hours, etc.) and any additional human resources issues.

- c. How is the skill level of personnel determined?

The skill level of personnel is based upon the candidate's years experience and assessment test results.

- d. Are assessment tests given to hired personnel?

Yes, assessment tests are given to hired personnel.

Kforce has partnered with Kenexa Prove It!® for objective assessment of each candidate's tangible skills. Prove It! offers web-based and computer-based assessment of skills and/or knowledge and behavioral traits as well as evaluation of training needs. Prove It! allows Kforce to identify and select the most qualified candidates for our clients. With more than 1,200 assessments available that were validated in accordance with EEOC guidelines, Prove It! helps us expedite our hiring process while still providing that "right match" for each Kforce client.



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We have provided a sampling of the assessment tests available.

<i>Specialty</i>	<i>Available Test Sampling</i>
Finance / Accounting	<ul style="list-style-type: none">• Accounting Terminology – Basic and Advanced• Accounts Payable• Accounts Receivable• Auditing• Bookkeeping – Professional• Commercial Collections• Corporate Tax Accounting• Cost Accounting• Financial Analysis• General Accounting• Revenue Accounting• General Ledger• Sarbanes-Oxley (SOX)• Microsoft Office Modules – 97/XP/2000/2003/2007/2010
Data Entry	<ul style="list-style-type: none">• Basic Office Skills• Basic Computer Skills• Business Etiquette• Data Entry – Hardcopy and Onscreen (10 Key, 10 Key with Decimals, Alphanumeric, Check Number, Inventory Database)• Software<ul style="list-style-type: none">◦ Microsoft Word – 97/XP/2000/2003/2007/2010 – Normal User, Power User, Whole Test◦ Microsoft Excel 97/XP/2000/2003/2007/2010 – Normal User, Power User, Whole Test◦ Microsoft Internet Explorer 5.0/6.0/8.0◦ Microsoft PowerPoint 97/XP/2000/2003/2007/2010 – Normal User, Power User, Whole Test
Call Center	<ul style="list-style-type: none">• Bilingual Proficiency – French Canadian/English, German/English, Italian/English, Spanish/English• Call Center Environment• Call Center Environment Specifics – Consumer Collections, Inbound Sales Skills, Outbound Sales Skills, Technical Support• Listening Skills• Customer Service Scenarios• Customer Service Survey• Data Entry• Telephone Etiquette
Medical / Healthcare	<ul style="list-style-type: none">• Medical Billing (CMS-1500)• Medical Billing (UB-04)• Medical Billing Knowledge• Medical Collections

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- D. Workplace Preparedness: Describe the process Offeror uses to ensure the workplace readiness of temporary staff personnel, quality and timeliness of communication with the Customer.

Once a consultant is selected for an assignment, Kforce provides an assignment orientation session. We communicate our role as the consultant's sole employer and have the consultant sign an acknowledgement to this effect. The session also confirms assignment logistics regarding the consultant's assignment information (start and end date, location, rate, hours, etc.) and any additional human resources issues.

In addition to the consultant's orientation, we prepare our client organization. We reiterate our role as the consultant's sole employer, review the guidelines we have given our consultant regarding the assignment, review the confines of his/her behavior as it relates to the assignment, and recap all points of contact information for your delegated Kforce account representative.

Our orientation processes serve to increase consultant productivity and reduce operational costs and legal and financial risks for your organization.

- E. Communication: Offeror shall describe how the following are addressed

- a. Professional appearance;
- b. Reliability – punctuality, attendance
- c. Recruitment process

Kforce clarifies with each requesting State agency the professional appearance and reliability expectations upon receipt of a job order. Using these expectations, we address professional appearance and reliability during the match process with each candidate. We reiterate expectations during assignment orientation.

Kforce will provide regular updates during the recruitment process. We will provide feedback on our available candidates and their skills and experience to narrow the field and make the right match.

- A. Temporary Staffing Services:

- a. Provide details on your processes to accept temporary placement requests. This is the typical fulfillment process of temporary staffing beginning with initial request from Customer to actual placement.

Once Kforce receives a requisition from the State, either by phone, email or in-person, the job order is reviewed and approved for distribution to the recruiting team. A job order will be approved provided it contains our required information including a list of the skills you require, a description of the tasks to be performed, and an outline of your interview process. Once the job order is approved, our designated representative to the State meets with the recruiting team to discuss the position. Any additional questions from the recruiting team are clarified with the hiring manager.

Then the recruiting team uses our front-end system to identify available talent that meets the position's criteria. After careful screenings and pre-interviews, the top two to three candidates are presented to the State either verbally or physically. Prior to presentation, a candidate must be fully packaged including a Candidate Profile Sheet, a full resume and at least two references. The State then reviews the presented candidates, determines any needs for interviews, and then selects the desired candidate.



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After your selection of a candidate, Kforce handles all on-boarding activities. During the assignment, we continue to work with you to ensure your satisfaction with our consultant, perform employee evaluations and resolve other issues as they are identified.

b. Describe your methods used to initially screen assignment employees.

Determining the qualifications and skills of each candidate has been and will continue to be a hallmark for Kforce. Only by fully understanding the abilities, experience and career objectives of each candidate can we accurately determine his or her appropriateness for your need and provide the State with the "right match."

Our comprehensive qualification process begins with the phone interview. A recruiting specialist uses this opportunity to gain a general understanding of the candidate's skills, related work history including current employment status and compensation, and career objectives. We also discuss employment eligibility, location/transportation and willingness to travel. Upon completion of the phone screen, the recruiting specialist sets an appointment for registration and assessment if the candidate's skills lay within our core competencies.

Phone Interview

Application

In-depth Interview

Skills Assessment

Background Verifications

Registration and assessment encompasses the completion of a Kforce application to formally capture past experience, a skills inventory with self-assessed proficiency rankings and wage history. It also encompasses an in-depth interview and formal skills assessment.

- Kforce's in-depth interview has a structured behavioral approach. Every office uses a consistent format – one refined over nearly 50 years of conducting interviews. We focus on wage expectations and any client specific cultural likes and dislikes from previous positions. Whenever possible, we perform this interview face-to-face.
- Kforce administers skills assessments to validate expertise – specific assessments are selected based upon information from the completed application. Assessments are completed using Prove It!®. We also utilize any assessments the State requires.
 - A technical interview with one of our subject matter experts is available if additional verification is necessary. The subject matter expert is given a full position description and the candidate's resume. The subject matter expert spends 20 to 30 minutes with the candidate and evaluates his or her capabilities to accomplish the tasks outlined in the position description. The subject matter expert then provides a personal assessment of the candidate's technical and communication skills and his/her opinion as to whether the candidate can successfully perform the tasks required by the position.

The final part of the qualification process involves background verifications. Kforce always secures at least two professional references on Kforce-specific forms to ensure consistency among offices. We are prepared to share these references with the State. At your request, Kforce will also facilitate additional background information: criminal background checks, including local, federal, and international sources; social security verification; drug screening; education verification; as well as the verification of any required certifications, licenses and/or security clearances.



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We use this disciplined process because providing you with validated professionals shortens your training period, increases your productivity and, ultimately, can increase your bottom line.

c. What is your success ratio in placing assignment employees?

The relationship we have with a client directly correlates to our success in placing temporary employees. At the highest level of partnership Kforce has a success ratio of greater than 90%. However, on average our success ratio is over 75%.

d. What are your sources of obtaining assignment employees?


Our powerful recruiting engine uses traditional and technology-enabled sources to continually identify candidates for current and future client openings. Our sources allow us to identify active candidates – professionals openly seeking a new opportunity. Our sources also reveal passive candidates – experienced professionals who are successful in their current position, but can be enticed to make a move for the right opportunity.

Active Candidate Sources	Passive Candidate Sources
<ul style="list-style-type: none">• Kforce's resume database• Job boards<ul style="list-style-type: none">◦ Monster, Dice, Kforce.com• Referrals<ul style="list-style-type: none">◦ Kforce alumni, current candidates, customers• Newspapers• Job fairs• Professional associations• Community organizations• Customers / Downsizings	<ul style="list-style-type: none">• Referrals<ul style="list-style-type: none">◦ Kforce alumni, current candidates, customers, reference checks• Research<ul style="list-style-type: none">◦ Direct recruiting and marketing lists• Social media & networking<ul style="list-style-type: none">◦ Professional associations◦ Community organizations• Other<ul style="list-style-type: none">◦ Subcontractors / third party firms◦ International Specialty Solutions – foreign nationals fully packaged as Kforce W-2 resources and ready for assignment

Using these sources, our powerful recruiting engine is able to provide a scalable pipeline of candidates from which to quickly deliver the talent you require.

e. What is the turnover rate of your assignment employees?

While recruitment and retention are two very distinct processes, there is an underlying relationship between the two. The factors that draw candidates to Kforce are the same factors that keep them with us year after year. A large number of our consultants have been with Kforce for more than five years. Why, because we offer an impressive benefits package, free training opportunities, and most importantly we invest time and attention into our consultants. We get to know and understand our consultants' expectations and professional goals through consistent contact. We strive for the "right match" between client and consultant every time we make a placement because anything less would be a disservice to both parties.

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We have a robust consultant care program dedicated to ensuring a rewarding employment experience from on-boarding to assignment completion. As such, Kforce has implemented a variety of programs which all have had a positive impact on our retention rate which is less than 10%.

f. What type of training is provided to your assignment employees?

As a staff augmentation firm, Kforce is committed to the right match. This means we present candidates who possess verifiable skills and experience which correspond to the requirements of each position. That said we recognize the value to Kforce and our clients of continued professional development. Therefore, we offer our consultants access to more than 6,000 online courses through Kforce University, powered by Skillsoft.

All active consultants have access to Kforce University within one week of hire. The program remains available for 30 days after assignment completion so our consultants have the ability to learn new skills and/or sharpen existing skills while Kforce works to redeploy them.

Kforce University is powered by Skillsoft (a leading provider of on-demand e-learning). The course library includes more than 6,000 titles. Classes are both skill-based and concept-based. Also available are 1,200 on-demand videos featuring top business leaders and best-selling authors and more than 25,000 online business books, summaries and reports.

Recognized benefits of Kforce University include:

- **Easy Accessibility:** Courses are available 24 hours a day, seven days a week from any internet accessible computer.
- **Personalized Learning Profile:** Consultants take a brief assessment to determine their subject knowledge and begin learning at the appropriate level.
- **Mentoring:** Kforce University offers live, online mentoring 24x7 via live chat or email.
- **Increased Marketability:** Consultants who have taken e-learning courses to gain new skills and expand their knowledge base also increase the likelihood of assignment extensions, conversion to permanent status, and future, higher level assignments.
- **Large Selection of Courses:** more than 6,000 courses are available such as:

<i>Skill Category</i>	<i>Curriculums / Course Series</i>
Finance / Accounting	<ul style="list-style-type: none"> • Auditing (internal, external) • Accounting (Cost, Business, and Finance) • Financial Statements
General	<ul style="list-style-type: none"> • Customer Service • Communication • Microsoft Office (Beginner/Advanced for Word, Excel, PowerPoint, Access, Outlook, etc.)

g. To what extent is customer satisfaction measured and reported and what methods of determining customer satisfaction are used?

Customer Satisfaction assessments are obtained one of two ways -- at the assignment level and through our Customer First Program.



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At the assignment level, we solicit feedback from hiring managers to gauge satisfaction with our performance on a regular basis. The schedule may be customized; however, we recommend quarterly review meetings. Where action is required, we create and implement a plan to improve performance that meets or exceeds contracted service commitments.

Kforce also has a program, Customer First, that formally reviews a client's experiences with Kforce. Using an assessment questionnaire, Kforce conducts face-to-face meetings with key clients to specifically discuss our processes. The assessment discussion focuses on an identification of the client's expectations from a staffing firm and Kforce's current performance against them. Processes discussed include how Kforce gains an understanding of their business' culture and goals, how we resolve resource challenges through custom solutions and whether our communications are timely and professional. From this feedback, we are able to develop strategies to enhance our training or improve our processes, where needed.

- h. Discuss how you will ensure timely payments to your temporary staff.

Kforce employs both hourly and salaried consultants. All consultants must submit a timecard weekly with approval from the client manager. Hourly consultants are paid based upon their hours worked each week and in accordance with state and federal wage laws. Our salaried consultants are paid weekly based upon their annual income; timecards are still required for proper client billing. Payroll processing runs one week in arrears of hours worked.

Kforce offers two preferred methods for issuing consultant pay. Consultants can choose either direct deposit or the Kforce TotalPay Card. The TotalPay Card is a Visa branded pre-paid debit card. Enrollment is required for participation in these programs. If direct deposit or the TotalPay Card cannot accommodate a specific consultant's pay requirement, payroll checks may be used.

- i. Please provide Offeror's standard response times to telephone or voice mail messages from Customer.

Kforce's standard response time to telephone or voicemail messages is four (4) business hours.

- j. What is the Offeror's standard process and timeframe in reporting to Customer of temporary staff absences and same-day replacement if requested?

Kforce notifies the hiring manager via telephone immediately upon notification from the consultant of an absence. We will discuss resource options during the notification call if same-day replacement is requested.

2. **Capacity of Offeror:** Offeror's shall describe their organizational capacity to support the State and its Customer under any resultant contract.

- A. **Subcontracting:** Offeror's shall describe their Subcontractors used in the provision of the Services. Offeror's shall provide evidence of their training, experience and performance supporting similar Customers. Offeror's shall include Subcontractor Key Personnel as part of **Attachment I**.

Kforce provides our own workforce and does not intend to use subcontractors in support of the proposed temporary staffing services.



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- B. Offeror Organization:** Offeror's total organization, management and ownership structure. Include an organizational chart clearly delineating each entity within the organization

Kforce is publicly traded on the NASDAQ under the symbol KFRC and we do not have any majority stockholders. Our operating structure offers corporate-owned field offices and centralized back-office functions. Each field office is aligned to a regional market led by a team of senior managers that has the flexibility to align resources appropriately to win and retain business. All senior leaders report to an executive committee member. The executive committee makes overarching decisions for the corporation and develops policies and procedures. We have found that this structure provides the best of both worlds – a local team that has been empowered to make decisions that are best for its clients and a corporate team supporting the local team for all critical processes – payroll, HR, automation and operations among others.

Our corporate organization chart follows and illustrates our corporate alignment.



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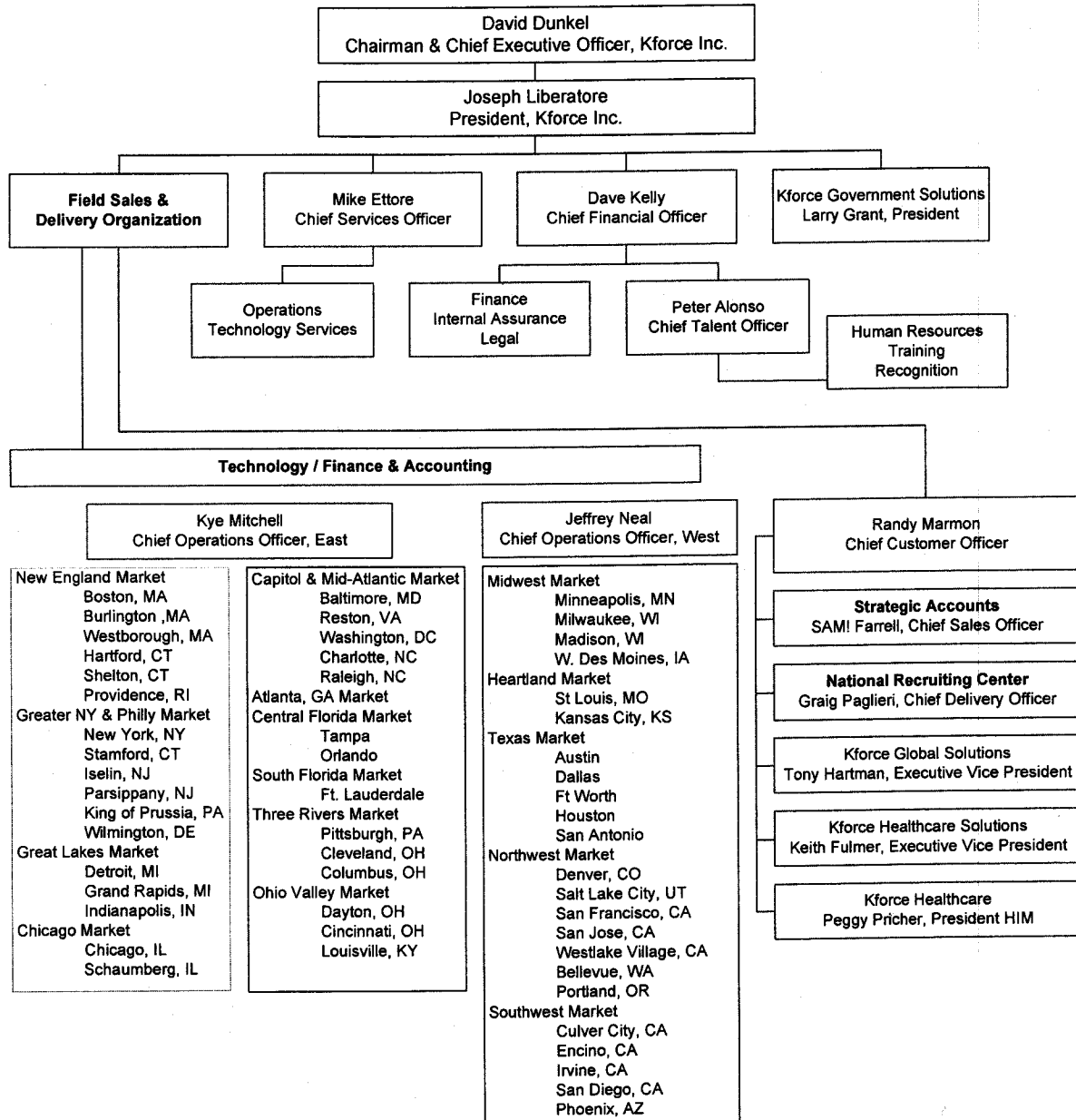
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C. **Experience / Background:** Disclose education as it relates to providing services, expertise and experience (this shall relate to subcontractors as well) pertaining to the staff that will be providing services in a possible resultant contract.

- a. Provide a brief history of the organization which shall include substantial evidence your company has provided these types of services, include customer names, project details, start/complete dates and description of services provided, issues and description of how issues were resolved.

Originally two separate companies, Kforce was formed through the marriage of Source Services (Source) and Romac & Associates (Romac). Source opened its doors in 1962 as an employee-owned staffing company whose primary placements were in engineering, finance and electronic data processing (IT in its infancy). Romac was formed as a franchise business in 1966, metamorphosing into a wholly owned structure by 1995. In 1998 Romac acquired Source Services and changed its name to Kforce to more accurately reflect its market position of providing knowledgeworkers – a KnowledgeForce® – a Kforce of intellectual capital to the marketplace.

Today, Kforce is headquartered in Tampa, Florida and maintains a core team of 2,000 employees. We are a publicly held corporation, successfully trading on the NASDAQ (KFRC) for more than 10 years. We offer 50 years of experience, knowledge, and dedication to meet the staffing needs of our clients by delivering the right match with exceptional service.

At Kforce, *Great People = Great Results®* in each of our specialty skills areas: Technology, Finance & Accounting, plus Health Information Management through a subsidiary.

Specifically, Kforce has been providing finance, accounting, data entry, call center and medical / healthcare professionals for more than two decades. Our revenue from the services we propose to provide the State exceeded \$150 million annually for the past three years.

The clients below represent our recent experience and success providing services in the Arizona marketplace. Due to confidentiality agreements in effect, we have limited our examples to three.

Client 1 – DriveTime

- Relationship period (contract/project dates): 2004 to current
- Services provided: contract/temporary staffing services for finance/accounting and call center

Kforce began partnering with DriveTime in 2004 to provide accounting and finance staffing services. Over the years, we have successfully filled numerous accounting positions with DriveTime including Staff Accountants, Senior Accountants, Accounting Analysts, Accounting Clerks, Accounts Payable Clerks, Accounts Receivable Cash Balancing Clerks, Accounting Assistants, Payroll Specialists, Credit Specialists, Collections Representatives, Senior Financial Reporting Accountant, Internal Auditors, and Treasury Controller.



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Due to Kforce distinguishing itself on the Accounting side through both exceptional service and exceptional performance / success, the client approached Kforce in August of 2010 to propose expanding the partnership to not only staff the company's accounting and finance positions but to also staff the company's significant back-office call center operations located in Mesa, AZ. Since then, we have filled numerous call center positions including collections, customer service/dispute resolution, customer service representatives, administrative professionals, Internet sales, underwriting review specialists, title servicing specialists, customer service supervisors, loan servicing representatives, and other call center roles. Kforce is consistently requested to staff 20+ positions on a monthly basis and has been providing these services consistently since 2010. To make this process seamless for the client and to achieve maximum efficiency for our client, Kforce pre-screens all candidates with in-person interviews before then conducting interview days at the client's Mesa Call Center site either once or twice a week, providing the top 12 candidates pre-selected by Kforce for each interview day. Kforce always has its own representative on-site at each interview day each week to coordinate the interview day and deal with any issues immediately that might arise. Hiring decisions by the client to determine what contractors to bring on-board are made the same day as interviews with drug tests also occurring simultaneously. DriveTime has been so pleased with Kforce's solutions approach to the client's staffing challenges as well as our disciplined process and overall project success relative to our competitors that DriveTime requested we transition into a truly exclusive staffing relationship in late 2012 with the Mesa Call Center Operations. We continue to successfully provide staffing services to DriveTime currently and have over 44 consultants billing with DriveTime in Arizona.

Client 2 –Colony American (joint venture between Colony Capital & Vineyard Homes)

- Relationship period (contract/project dates): March 2011 to current
- Services provided: contract/temporary staffing services for finance/accounting and information technology

Kforce began partnering with Vineyard Homes in March of 2011 to provide accounting and finance staffing services as well as data entry staffing services and even technology. Positions successfully filled by Kforce included collections associates, data entry associates, junior financial analyst, and assistant controller. In early 2012, Vineyard Homes entered into a joint venture with Colony Capital to form a new company named Colony American. Colony American has significant capital funding and was tasked with quickly setting up an accounting and corporate infrastructure from scratch and ramping up its business in a very short period of time. The company has already acquired over 5,000 homes in over a year for use as property management assets. To accomplish this incredible growth in 2012 and continue planned growth for 2013, tremendous human capital was needed from a true staffing partner that is solutions oriented. Kforce has answered that call in partnering with Colony American. Since expanding the partnership with Vineyard to additionally work with Colony American beginning in the spring of 2012, Kforce has successfully filled numerous roles including property accountants, treasury manager, accounts payable manager, accounting managers, reports analysts, controls documentation consultants, accounts payable coordinators, controller, project accountants, Yardi consultant, accounts receivable specialists, interim assistant controller, interim controller, and treasury analysts. It's notable that Kforce has also provided Technology staffing services as well placing the chief information officer, desktop support, technical support, .NET programmers, SQL developers, change manager, etc.



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Beginning in September of 2012 through present, Colony American was experiencing significant challenges in needing to quickly add staffing resources for some significant projects with very pressing deadlines. Kforce partnered with Colony American to scope out project needs and in fact worked together with our client to change the consultant selection process for temporary needs. Kforce now uses a direct fill program at Colony American where our recruiting team and account managers are fully responsible for recruiting/identifying, screening, and selecting the best talent for each position (no interview or resume review is required by Colony American). There is an eight hour guarantee in the event a replacement resource is needed. This solution to change to have Kforce select the candidate has resulted in significant time savings and further project efficiencies for DriveTime as well as tremendous client satisfaction. We continue to successfully partner and provide staffing services to Colony American currently and presently have 18 consultants billing with Colony American in the accounting and finance space alone.

Client 3 – Dignity Health

- Relationship period (contract/project dates): 2012 to current in Arizona
- Services provided: contract/temporary staffing services for finance/accounting, call center, data entry and medical / healthcare

Dignity Health is a family of more than 60,000 caregivers and staff that are delivering excellent care to diverse communities across 17 states. Dignity Health is the fifth largest hospital provider in the nation. Within the state of Arizona, Dignity Health has three hospitals and 19 other non-hospital health care entities. Kforce began partnering with Dignity Health in July 2012 to provide staffing services in Arizona. We have worked with Dignity on numerous needs including customer service representatives, data entry associates, medical billers, accounts receivable cash applications, and collectors within the Patient Financial Services teams.


We have also found great success in servicing some teams at Dignity Health with our direct fill process, where our recruiting team and account managers are fully responsible not only for recruiting / identifying / screening candidates, but also selecting the best talent for each position. With our direct fill process no interview or resume review is required by Dignity Health and Kforce offers an eight hour working guarantee in the event a replacement resource is needed. Our direct fill solution changes the candidate selection process; Kforce owns the final selection. This process results in significant time savings and efficiencies for our client as well as great client satisfaction.

Additionally, Kforce is responsible for conducting all background and credit checks on prospective Dignity Health consultants and also adjudicating those results based on Dignity's standards. Kforce continues to successfully partner and provide staffing services to Dignity Health presently and we currently have five consultants assigned.

- b. Submit a description of services provided to other government entities (within and/or outside of Arizona) requesting a similar scope. Provide extensive details of those services provided as they compare with those described within this Solicitation.

Kforce has more than five years providing temporary staffing services to state and local governments in the categories proposed. To illustrate our overall experience providing the proposed services, we have provided our revenue for the past five years:

- 2008 – \$812,998
- 2009 – \$616,392
- 2010 – \$916,118

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- 2011 – \$922,388
- 2012 – \$1,584,736

The clients we have serviced included but are not limited to:

- City of Alexandria (VA), School District – We have provided services since 2008 including an internal auditor, financial analysts, data analysts and a director of budgeting.
- City of Bridgeport (CT), Housing Authority – We have provided services since 2010 including accountants.
- City of Casselberry (FL) – We have provided services since 2009 including accounts payable specialists, a budget analyst and a senior staff accountant.
- City of Chicago (IL) – We have provided services since 2012 including senior grant accountants and an accounting assistant.
- State of California University System – We have provided services for ten years. Most recently we have provided professionals for billing and collections for the University of California, Los Angeles Health System.
- State of Indiana – We have provided services for ten years. Most recently we have provided accountants.
- State of Maryland, University of Maryland – We have provided services since 2006 including accounts payable specialists, payroll processors, payroll supervisor, accountants and senior accountants, financial analysts, and a data entry specialist.

D. Legal: Is Offeror involved in any legal proceedings, lawsuits or governmental regulatory actions taken or pending, and any contractual demands for assurance regarding the provision of similar services?

☒ **YES**


(List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, the nature of the litigation, and the current status of the dispute. Also list any contractual demands for assurance regarding the provision of similar services).

☐ **NO**

Kforce and its subsidiaries (Kforce) have not been involved as a defendant in any criminal cases.

Kforce is from time to time named as a defendant in civil litigation in the ordinary course of its business. These cases mainly consist of employment-related claims and allegations typical of those encountered by large employers in the United States. When necessary, Kforce's Employee Relations and Legal Departments will partner with the client to ensure appropriate handling and resolution of such claims. Kforce is proud of its commitment to Equal Employment Opportunity, as demonstrated by consistently favorable outcomes in such matters over the last 5 years.

Kforce is also from time to time involved as a defendant in other matters including professional liability claims, contract disputes, fidelity claims, and casualty claims (such as automobile accidents).

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None of the pending claims are deemed to be material to Kforce's financial condition, and none are expected to impact Kforce's relationship with the State.

3. Price Submission.

- a. Offeror's are to submit in ProcureAZ their hourly rate using the Unit Cost field, additionally use the Alternate description field following format: Category — Job Title - Job Description for each temporary staff position being proposed.

If additional line items are required, provide a Microsoft Excel spreadsheet (.xls) or (.xlsx) in the following field format.

Category – Job Title - Job Description – hourly rate

We have provided our hourly rates separately in a Microsoft Excel spreadsheet.

- b. If applicable, provide overtime, holiday and/or shift differential pay in this section (b) below.

Overtime pay is calculated at one and a half times the regular pay. Holiday and shift differential pay are not applicable to the positions we provide.



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Attachment III – Job Titles and Job Descriptions

Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B "Method of Approach" on Attachment III.		
3.1.1 - Accounting	Minimal Duties	General Duties & Qualifications include the following at a minimum – Knowledge of Generally Accepted Accounting Principles (GAAP); Knowledge of basic office equipment including a 10-key calculator, Familiarity or knowledge of basic accounting/bookkeeping terminology and concepts, Knowledge of computerized/automated accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Gathering data or researching; Must possess analytical skills, Performing various clerical duties. Offeror may add positions as applicable to this high-level category.
ACCOUNTING	ACCOUNTING, STAFF	Responsibilities include preparing journal entries, account reconciliation, as well as documenting and evaluating current procedures. Areas of focus include general accounting, fixed assets, and trend analysis. Other duties include review and reconciliation of balance sheets and income statements. Demonstrates initiative in understanding process flows and controls.
ACCOUNTING	ACCOUNTING, SENIOR	Reviews, prepares, and posts journal entries, general ledger reconciliation, balance sheet reconciliation and analysis, month/year end close. Reviews and analyzes financial statements, and assists with projects. Provides assistance to internal and external audit functions, including preparation of audit schedules.
ACCOUNTING	TECHNICAL ACCOUNTING SPECIALIST	Research new standards established by the Financial Accounting Standards Board (FASB) to assist in determining company position. Assist Technical Accounting Manager in consulting with SEC reporting group and top accounting executives to create memos around new standards.
ACCOUNTING	BOOKKEEPER, FULL CHARGE	Records organization's business transactions and retains all accounting records. Independently prepares a trial balance and is capable of working with accounts payable, accounts receivable and payroll. Can prepare month-end journal entries and may perform various reconciliations, including statements, invoices, vouchers, bank and general ledger accounts. Submits reports of business financial operations. Must be proficient with computerized accounting software and be able to produce financial statements for review by a CPA.
ACCOUNTING	FINANCIAL REPORTING, SPECIALIST	Conducts technical accounting research as needed. Prepares and maintains supporting documentation for monthly, quarterly, annual report and press releases. Updates and collects business unit reporting packages, helps prepare 10-Q/10-K, and ad hoc financial reporting as necessary.
ACCOUNTS PAYABLE	ACCOUNTS PAYABLE, ASSOCIATE/CLERK	Receives and reviews invoices from vendors, matches documents, codes and batches, assembles voucher packages for approval by appropriate managers, and processes checks to send to vendors. May perform other basic clerical duties associated with accounts payable. May post transactions to journals, ledgers and other records. May handle incoming calls from vendors regarding payments. Experienced AP's may oversee accounts payable recordkeeping, supervision and recording of amounts due, verification of invoices, and calculation of discounts.



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ACCOUNTS RECEIVABLE	ACCOUNTS RECEIVABLE, ASSOCIATE/CLERK	Receives cash payments and applies credit to customer accounts. May be involved in making collection calls and following up on payments. Follows established procedures for processing receipts and cash, sorts and files documents after posting. May prepare bank deposits, oversee accounts receivable recordkeeping, ensure cash receipts, claims, or unpaid invoices are accounted for properly.
COLLECTIONS	COMMERCIAL COLLECTIONS, SPECIALIST	Works directly for a credit manager and performs the task of recovering payments from delinquent customers. Responsibilities and compensation can vary greatly depending on size of company and organizational structure from business to business.
COLLECTIONS	CONSUMER COLLECTIONS SPECIALIST	Responsible for servicing inbound and outbound collection telephone calls, possibly using an automated dialer and call distribution system. Responsible for negotiating late payment arrangements on delinquent balances. Adheres to collection policies and procedures.
CREDIT	CREDIT ANALYSIS, STAFF	Works under the direction of a senior analyst or manager in collection activity and credit approval practices.
CREDIT	CREDIT ANALYSIS, SENIOR	Supervises in collection follow-up, operations, management of credit approval practices and analyses of collection/audit activity.
FINANCE	FINANCIAL ANALYSIS, STAFF	Works at the direction of a senior analyst or manager in performing various financial or budget analyses in the areas of profit planning, capital expenditures, investments, cash flow budgeting and acquisitions.
FINANCE	FINANCIAL ANALYSIS, SENIOR	Supervises the staff in performing financial/economic analyses of new projects and analyses of merger and corporate growth policies.
FINANCE	BUSINESS ANALYST	Evaluates the impact, return, and costs presented by work process improvement opportunities. Participates in business planning, needs analysis and business risk assessment; leads process redesign; and consults with the customer on how to best support their area through the effective use of technology.
FINANCIAL SYSTEMS	FUNCTIONAL BUSINESS ANALYST	Typically acts in a liaison capacity between the accounting end-users and the technical systems departments. Assists in the design of new reports and enhancements to existing systems.
INTERNAL AUDIT	INTERNAL AUDIT, STAFF	Works under the direction of a senior auditor or manager in conducting compliance audits to verify accuracy of records of internal control, policies and procedures and accounting systems. Compiles audit findings and recommendations for modifications and improvements to systems and procedures.
INTERNAL AUDIT	INTERNAL AUDIT, SENIOR	Supervises the testing of internal control and accounting systems. Conducts complex audit projects, statistical samples of document approval, performs tests to uncover defalcations and performs operational audits for profit improvement recommendations. Reviews records for accuracy and conformance to standards. Inspects financial or operational information to ensure procedures are correct and appropriate.
PAYROLL	PAYROLL, ASSOCIATE	Sets up new employees' accounts and handles pay rates, time cards, processes checks, withholding amounts and insurance coverage. Compiles, prepares and maintains payroll reports and statistics. May also become involved with employee benefits or human resources issues. Experienced Payroll clerks may process special checks, review, edit and make corrections and adjustments as needed.



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3.1.2 – Administrative / Clerical	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of various office equipment including postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing memos, letters, lists, reports, etc., from handwritten, typewritten or printed drafts, sorting and filing materials, Photocopying / using a facsimile machine; Ability to produce documents following company standards, Ability to proof and correct errors in documents, Knowledge of standard and electronic filing systems, Personal computer (PC), Photocopy machine, Printer and 10-Key calculator. Proficient at grammar, spelling, punctuation, and proofreading. Offeror may add positions as applicable to this high-level category.
Not applicable	Not applicable	Not applicable
Not applicable	Not applicable	Not applicable
3.1.3 – Call Center	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, Ability to communicate and record information accurately, Ability to question others to determine specific needs, Ability to deal with people patiently, Ability to proofread and correct errors, Receive and place telephone calls, Fill out and verify information on forms or records, Proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.
COLLECTIONS	CONSUMER COLLECTIONS SPECIALIST	Responsible for servicing inbound and outbound collection telephone calls, possibly using an automated dialer and call distribution system. Responsible for negotiating late payment arrangements on delinquent balances. Adheres to collection policies and procedures.
COLLECTIONS	COMMERCIAL COLLECTIONS, SPECIALIST	Works directly for a credit manager and performs the task of recovering payments from delinquent customers. Responsibilities and compensation can vary greatly depending on size of company and organizational structure from business to business.
CUSTOMER SERVICE	CUSTOMER SERVICE REPRESENTATIVE	Receives a high volume of incoming phone calls and respond to inquiries in a manner which meets high quality, productivity and other performance standards. Provides information regarding products and services, and responds to other types of inquiries. Responds to customer complaints in a professional manner; attempting to resolve complaints successfully in accordance with established guidelines. Informs supervision/management of all unresolved complaints
CUSTOMER SERVICE	HELP DESK ANALYST	Responsibilities include consulting with users and developing needs assessments for complex systems hardware and software needs and sourcing. Analyzes systems issues and provides first, second, and third tier technical support to end users on complex issues regarding computer operations and networks, installation, setups, error messages, on-line transactions, system status, and downtime procedures, etc. Participates in problem/change management activities to minimize impact of service disruptions on end users. Undergraduate studies in computer science management information systems, business administration, or related field is preferred.



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3.1.4 – Data Entry	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including personal computer / CRT, mainframe and 10-Key calculator, Ability to follow instructions, Ability to perform repetitive work, Ability to do detailed work, Ability to proofread and correct errors, Inputting information into a computer, Accessing information from a computer, Verifying information on a screen, Performing various clerical duties. Responsible for editing, processing (data entry) and distribution of raw source documents; Consults with supervisor in providing needed information for keying process; Adheres to strict batch processing schedule to meet deadlines; Skills/Qualifications: Data Entry Skills, Typing, Confidentiality, Attention to Detail, Thoroughness, Independence, Documentation Skills, Problem Solving, Analyzing Information, Dependability, Results Driven. Offeror may add positions as applicable to this high-level category.
DATA ENTRY	DATA ENTRY CLERK	Maintains database by entering new and updated customer and account information.
Not applicable	Not applicable	Not applicable
3.1.5 – Education	Minimal Duties	General Duties & Qualifications include the following at a minimum - Bachelor's degree from an accredited institution with a valid Arizona teaching, administrative or substitute teacher certificate, Ability to follow pre-developed lesson plans, Ability to establish and maintain a quality learning environment, Ability to verbally communicate learning concepts, Ability to work within the guidelines and policies of school administration, Ability to remain on feet for long periods of time, Organizational ability, Patience, Desire to work with children. Offeror may add positions as applicable to this high-level category.
Not applicable	Not applicable	Not applicable
Not applicable	Not applicable	Not applicable
3.1.6 – Insurance	Minimal Duties	General Duties & Qualifications include the following at a minimum - Considerable knowledge of insurance industry and medical terminology, ability to understand, investigate, negotiate, settle, analyze and evaluate information from engineers, architects, contractors, accountants, CPAs, physicians, etc., Ability to interpret and apply Federal and State statutes, rules, and policies and procedures of State government, universities and county court systems and the legal rules of civil procedures in both Federal and State lawsuits, Skill in customer service and interpersonal relations as applied to contracts with other agency staff, representatives of other governmental agencies, carriers, medical providers, claimant's dependents, employers, attorneys and the public, Skill in negotiating claim settlements with claimants, attorneys and/or third parties, Skill in written and oral communication, Skill in electronic communications including claim evaluation reports, Skill in planning, organizing, interpreting and analyzing complex legal, medical, economic, accident reconstruction and contractual situations to reach logical conclusions and reasonable recommendations, Knowledge of labor market conditions, Knowledge of State government, structure and functions, Knowledge of insurance industry and medical terminology. Valid Arizona driver's license. Offeror may add positions as applicable to this high-level category.
Not applicable	Not applicable	Not applicable
Not applicable	Not applicable	Not applicable



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3.1.7 – Legal	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of legal terminology and legal environment required, Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Dictation / transcription equipment, Electric / electronic typewriter, Facsimile machine, Personal computer (PC) and Photocopy machine. Offeror may add positions as applicable to this high-level category.
Not applicable	Not applicable	Not applicable
Not applicable	Not applicable	Not applicable
3.1.8 – Light Industrial	Minimal Duties	General Duties & Qualifications include the following at a minimum - Ability to use a variety of tools / maintenance equipment, Possess manual dexterity, Ability to perform repetitive work, Ability to follow instructions, Ability to identify flaws or imperfections in a product, Ability to handle large objects, Ability to transport items weighing up to 75 pounds, Ability to accurately count materials, Ability to walk, sit or stand for long periods of time, Knowledge of safety requirements or procedures, Safety steel toed shoes required, possess a valid Arizona's Driver's License as required by customer, Checking or inspecting materials / products to make sure they meet standards, Verifying information or accessing information in tables / lists, Counting materials and performing simple mathematical calculations, Copying numbers, codes or other information and filling out forms, Removing dirt and trash from work areas, Cleaning floors, sinks, toilets, bathtubs or showers, Dusting or wiping furniture, fixtures or equipment, Maintaining company grounds, Setting up tables, chairs or equipment, Packing materials or products into shipping containers, Sealing or wrapping packages for shipment, Placing labels or stickers on materials, Unpacking incoming materials, Checking materials for proper quantities, Requesting materials from an in-house source, Ability to meet Department of Health standards for food workers, Washing dishes, pans and utensils. Offeror may add positions as applicable to this high-level category..
Not applicable	Not applicable	Not applicable
Not applicable	Not applicable	Not applicable
3.1.9 – Marketing	Minimal Duties	General Duties & Qualifications include the following at a minimum - Handling stock / supplies, Counting items / materials, Performing simple mathematical calculations, Ability to transport items weighing up to 25 pounds, Ability to stand, sit or walk for long periods of time, Ability to use a calculator/10-key calculator/Cash register, Answering product questions, Distributing flyers, samples, etc., Ability to communicate clearly and accurately, Ability to learn a company's products or services, Greeting and assisting visitors / delegates / conferees who attend conventions, seminars, trade shows, exhibits or other events, Placing, receiving and routing phone calls, Taking messages, Ability to interact with others using tact and diplomacy, Ability to deal with people patiently, Ability to record information. Offeror may add positions as applicable to this high-level category.



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Not applicable	Not applicable	Not applicable
Not applicable	Not applicable	Not applicable
3.1.10 – Medical / Healthcare	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of medical terminology and medical environment required, Knowledge of basic office equipment; Familiarity / knowledge of basic accounting terminology and concepts, Knowledge of computerized accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Performing various clerical duties, Knowledge of basic office equipment including microfilm / fiche camera, microfilm / fiche reader or printer, postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Facsimile machine, Personal computer (PC) and Printer/Copier Offeror may add positions as applicable to this high-level category.
MEDICAL BILLING & COLLECTIONS	MEDICAL BILLER	Review patient bills for accuracy and completeness and obtain any missing information. Knowledge of insurance guidelines especially Medicare and state Medicaid. Follow up on unpaid claims within standard billing cycle timeframe. Check each insurance payment is for accuracy and compliance with contract discount. Call insurance companies regarding any discrepancy in payments if necessary. Identify and bill secondary or tertiary insurances. All accounts are to be reviewed for insurance or patient follow-up. Answer all patient or insurance telephone inquiries pertaining to assigned accounts.
MEDICAL BILLING & COLLECTIONS	PATIENT FINANCIAL SERVICES	Responsible for the collection of accounts receivable. Assessment of outstanding balances on assigned accounts to determine proper course of action required to obtain payment on accounts. Answer patient and/or insurance phone inquiries; utilize claims software to check status of claim, submission history and eligibility. Contact insurance payers regarding outstanding account receivables. Follow-up on outstanding and delinquent accounts. Check claims to ensure proper ICD9/CPT coding and payor rules are followed. Post insurance payments and electronic remittances.
3.1.11 – Special Expertise	Minimal Duties	General Duties & Qualifications include following – Knowledge of standard office practices, procedures, equipment and adult learning techniques. Bachelor's degree and work in area of expertise for a minimum of three years along with a proven track record. Must have excellent written and verbal communication skills, be proficient in research, interpreting, and analyzing diverse data and possess the ability to work collaboratively and independently to achieve stated goals. Must possess excellent problem solving skills. Responds quickly to customer requests and handle stressful situations in a professional manner. Offeror may add positions as applicable to this high-level category.



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Not applicable	Not applicable	Not applicable
Not applicable	Not applicable	Not applicable

(End of Solicitation)

Category	Sub-category	Job Title	Job Description	Hourly Rate
3.1.1 ACCOUNTING	ACCOUNTING	ACCOUNTING, STAFF	Responsibilities include preparing journal entries, account reconciliation, as well as documenting and evaluating current procedures. Areas of focus include general accounting, fixed assets, and trend analysis. Other duties include review and reconciliation of balance sheets and income statements. Demonstrates initiative in understanding process flows and controls.	\$ 37.10
3.1.1 ACCOUNTING	ACCOUNTING	ACCOUNTING, SENIOR	Reviews, prepares, and posts journal entries, general ledger reconciliation, balance sheet reconciliation and analysis, month/year end close. Reviews and analyzes financial statements, and assists with projects. Provides assistance to internal and external audit functions, including preparation of audit schedules.	\$ 47.70
3.1.1 ACCOUNTING	ACCOUNTING	ACCOUNTING, MANAGER	Uses professional accounting concepts and internal company policies to solve complex accounting issues including the maintenance of internal controls. Participates in and implements monthly financial close, supervises the assignments of the staff accountants to include general ledger, accounts payable and fixed assets. Prepares monthly management financial reporting package and executive summary schedules. Coordinates and facilitates the process of documenting accounting policies and procedures.	\$ 59.11
3.1.1 ACCOUNTING	ACCOUNTING	ACCOUNTING, DIRECTOR	Directs the corporate accounting to ensure accurate financial reporting in accordance to GAAP and SEC for a public company. Plays key role in monitoring the financial performance of the company. Provides guidance to Vice President on effective ways to control costs. Oversees corporate financial statement preparation and analysis in order to present to management and outside auditors. This function includes being proactive and taking the necessary steps to ensure corporate financial underperformance is identified timely and accurately so senior management can quickly take corrective action.	\$ 71.34
3.1.1 ACCOUNTING	ACCOUNTING	TECHNICAL ACCOUNTING SPECIALIST	Research new standards established by the Financial Accounting Standards Board (FASB) to assist in determining company position. Assist Technical Accounting Manager in consulting with SEC reporting group and top accounting executives to create memos around new standards.	\$ 50.95
3.1.1 ACCOUNTING	ACCOUNTING	TECHNICAL ACCOUNTING, DIRECTOR	Responsible for researching and developing organizational positions on new accounting standards established by the Financial Accounting Standards Board (FASB). Consults with top accounting executives and the SEC reporting group to create memos around new standards.	\$ 65.21
3.1.1 ACCOUNTING	ACCOUNTING	BOOKKEEPER, FULL CHARGE	Records organization's business transactions and retains all accounting records. Independently prepares a trial balance and is capable of working with accounts payable, accounts receivable and payroll. Can prepare month-end journal entries and may perform various reconciliations, including statements, invoices, vouchers, bank and general ledger accounts. Submits reports of business financial operations. Must be proficient with computerized accounting software and be able to produce financial statements for review by a CPA.	\$ 29.33
3.1.1 ACCOUNTING	ACCOUNTING	CONTROLLER, ASSISTANT	Reports to the company controller and assists in the supervision of day-to-day collections, interpretation of accounting data, directing budget and cost controls, financial analysis, and accounting procedures. Organizes and plans auditing schedules. Develops policy and procedure manuals for accounting department. Oversees statutory and management reporting functions, though scope varies with firm size. Reviews detailed journal entries and account analyses. May assist in tax return and financial statement preparation.	\$ 71.34
3.1.1 ACCOUNTING	ACCOUNTING	FINANCIAL REPORTING, SPECIALIST	Conducts technical accounting research as needed. Prepares and maintains supporting documentation for monthly, quarterly, annual report and press releases. Updates and collects business unit reporting packages, helps prepare 10-Q/10-K, and ad hoc financial reporting as necessary.	\$ 55.02
3.1.1 ACCOUNTING	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE, ASSOCIATE/CLERK	Receives and reviews invoices from vendors, matches documents, codes and batches, assembles voucher packages for approval by appropriate managers, and processes checks to send to vendors. May perform other basic clerical duties associated with accounts payable. May post transactions to journals, ledgers and other records. May handle incoming calls from vendors regarding payments. Experienced AP's may oversee accounts payable recordkeeping, supervision and recording of amounts due, verification of invoices, and calculation of discounts.	\$ 22.56

3.1.1 ACCOUNTING	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE, MANAGER	Manages the accounts payable function within the company's established policies. Arranges and oversees completion of all work. Examines records of amounts due and makes sure invoices are paid according to terms and discounts taken. Directs invoice processing and verification, expense coding and drafting of payment checks or vouchers. Supplies regular or written reports. Suggests improvements in processes to increase effectiveness of operations.	\$ 42.19
3.1.1 ACCOUNTING	ACCOUNTS RECEIVABLE	ACCOUNTS RECEIVABLE, ASSOCIATE/CLERK	Receives cash payments and applies credit to customer accounts. May be involved in making collection calls and following up on payments. Follows established procedures for processing receipts and cash, sorts and files documents after posting. May prepare bank deposits, oversee accounts receivable recordkeeping, ensure cash receipts, claims, or unpaid invoices are accounted for properly.	\$ 22.56
3.1.1 ACCOUNTING	ACCOUNTS RECEIVABLE	ACCOUNTS RECEIVABLE, MANAGER	Manages the accounts receivable function within the company's established policies. Arranges and oversees completion of all work including posting, processing and verification of receipts, credit claims, refunds, interest charges or other similar records. Produces regular or special written reports. Suggests improvements in processes to increase effectiveness of operations. Usually requires a 4 year degree and 4 to 6 years of relevant experience or equivalent combination of education and experience.	\$ 42.19
3.1.1 ACCOUNTING	COLLECTIONS	COMMERCIAL COLLECTIONS, SPECIALIST	Works directly for a credit manager and performs the task of recovering payments from delinquent customers. Responsibilities and compensation can vary greatly depending on size of company and organizational structure from business to business.	\$ 25.91
3.1.1 ACCOUNTING	COLLECTIONS	CONSUMER COLLECTIONS SPECIALIST	Responsible for servicing inbound and outbound collection telephone calls, possibly using an automated dialer and call distribution system. Responsible for negotiating late payment arrangements on delinquent balances. Adheres to collection policies and procedures.	\$ 22.56
3.1.1 ACCOUNTING	CREDIT	CREDIT ANALYSIS, STAFF	Works under the direction of a senior analyst or manager in collection activity and credit approval practices.	\$ 32.14
3.1.1 ACCOUNTING	CREDIT	CREDIT ANALYSIS, SENIOR	Supervises in collection follow-up, operations, management of credit approval practices and analyses of collection/audit activity.	\$ 31.36
3.1.1 ACCOUNTING	FINANCE	FINANCIAL ANALYSIS, STAFF	Works at the direction of a senior analyst or manager in performing various financial or budget analyses in the areas of profit planning, capital expenditures, investments, cash flow budgeting and acquisitions.	\$ 40.76
3.1.1 ACCOUNTING	FINANCE	FINANCIAL ANALYSIS, SENIOR	Supervises the staff in performing financial/economic analyses of new projects and analyses of merger and corporate growth policies.	\$ 52.99
3.1.1 ACCOUNTING	FINANCE	BUSINESS ANALYST	Evaluates the impact, return, and costs presented by work process improvement opportunities. Participates in business planning, needs analysis and business risk assessment; leads process redesign; and consults with the customer on how to best support their area through the effective use of technology.	\$ 59.11
3.1.1 ACCOUNTING	FINANCE	FINANCE, MANAGER	Responsibilities include maintaining and closing the consolidated books on a monthly basis and delivering consolidated financial statements that are in compliance with GAAP. Proposes and implements improvements in accounting and reporting systems along with internal controls to facilitate accurate and timely reporting. Assists with ongoing compliance efforts.	\$ 59.11
3.1.1 ACCOUNTING	FINANCE	FINANCIAL ANALYSIS, MANAGER	Directs the staff responsible for performing analyses in several functional areas, including profit planning, capital expenditures, acquisitions and budgeting. Provides assessment of existing and proposed financial plans and policies. Proposes changes to ensure organization achieves financial targets.	\$ 69.30
3.1.1 ACCOUNTING	FINANCE	FINANCE, DIRECTOR	Directs and develops monthly management reporting package and analysis, communicates financial results to senior management of the Company and for Board of Directors meetings. Directs the monthly, quarterly and annual budgeting and variation reporting to identify areas requiring attention and areas of possible improvement. Directs the development and maintenance of key operating metrics. Directs the preparation of major portions of annual plan, sales forecast and manufacturing build plan.	\$ 75.42

3.1.1 ACCOUNTING	FINANCE	FINANCE, VP	Responsible for preparing and presenting monthly and annual financial statements to the Board of Directors or Senior Management. Duties include strategic planning, preparing budget forecasts, financial modeling, analyzing and reviewing contracts. Establishes and implements financial control policy and procedures to ensure validity of the company's financial statements and reporting. This position will also oversee cash management, debt and purchasing.	\$ 79.49
3.1.1 ACCOUNTING	FINANCIAL SYSTEMS	FUNCTIONAL BUSINESS ANALYST	Typically acts in a liaison capacity between the accounting end-users and the technical systems departments. Assists in the design of new reports and enhancements to existing systems.	\$ 59.11
3.1.1 ACCOUNTING	INTERNAL AUDIT	INTERNAL AUDIT, STAFF	Works under the direction of a senior auditor or manager in conducting compliance audits to verify accuracy of records of internal control, policies and procedures and accounting systems. Compiles audit findings and recommendations for modifications and improvements to systems and procedures.	\$ 40.76
3.1.1 ACCOUNTING	INTERNAL AUDIT	INTERNAL AUDIT, SENIOR	Supervises the testing of internal control and accounting systems. Conducts complex audit projects, statistical samples of document approval, performs tests to uncover defalcations and performs operational audits for profit improvement recommendations. Reviews records for accuracy and conformance to standards. Inspects financial or operational information to ensure procedures are correct and appropriate.	\$ 52.99
3.1.1 ACCOUNTING	INTERNAL AUDIT	INTERNAL AUDIT, MANAGER	Directs staff responsible for systematically sampling the adequacy and reliability of internal control and accounting systems. Directs review and verification of records, compliance with standards, policies and procedures. Recommends changes, ensures that company policies and procedures are followed, and establishes techniques to discover and prevent fraud. Selects areas for operational accounting. Develops audit procedures and systems. Oversees audit findings and recommendations.	\$ 69.30
3.1.1 ACCOUNTING	INTERNAL AUDIT	AUDIT, DIRECTOR	Directs the planning and execution of audits to evaluate company's internal control infrastructure including Field and Financial Operations. Reviews structures of internal controls supporting accounting and operations. Completes and maintains the implementation effort for Sarbanes-Oxley Section 404, including documenting existing processes.	\$ 81.53
3.1.1 ACCOUNTING	PAYROLL	PAYROLL, ASSOCIATE	Sets up new employees' accounts and handles pay rates, time cards, processes checks, withholding amounts and insurance coverage. Compiles, prepares and maintains payroll reports and statistics. May also become involved with employee benefits or human resources issues. Experienced Payroll clerks may process special checks, review, edit and make corrections and adjustments as needed.	\$ 26.61
3.1.1 ACCOUNTING	PAYROLL	PAYROLL, MANAGER	Although they focus mainly on payroll functions, a keen understanding of all accounting practices is necessary for this administrative position. Typical duties include compiling accurate records of timesheets within a software system, computing earnings, and withholding mandatory amounts such as taxes or benefits. Accuracy and attention to detail are traits payroll administrators must possess.	\$ 56.26
3.1.1 ACCOUNTING	TREASURY	TREASURER	Directs the functions dealing largely with the receipt, disbursement and protection of cash, the preservation of company assets and the investment of surplus funds or pension and trust funds. Determines the optimal cash position for the organization and sets short-term investment policies. Governs overall credit policy, negotiates loans, arranges insurance coverage and maintains banking relationships.	\$ 87.63
3.1.1 ACCOUNTING	TREASURY	TREASURER, ASSISTANT	Directs the staff in cash management activities, including forecasting and investing. Primary contact for banking relationship issues. Analyzes the investment portfolio and market to determine the most beneficial cash position for the company. Interacts with banks and other institutions.	\$ 71.34
3.1.3 CALL CENTER	COLLECTIONS	CONSUMER COLLECTIONS SPECIALIST	Responsible for servicing inbound and outbound collection telephone calls, possibly using an automated dialer and call distribution system. Responsible for negotiating late payment arrangements on delinquent balances. Adheres to collection policies and procedures.	\$ 22.56
3.1.3 CALL CENTER	COLLECTIONS	COMMERCIAL COLLECTIONS, SPECIALIST	Works directly for a credit manager and performs the task of recovering payments from delinquent customers. Responsibilities and compensation can vary greatly depending on size of company and organizational structure from business to business.	\$ 25.91

3.1.3 CALL CENTER	CUSTOMER SERVICE	CUSTOMER SERVICE REPRESENTATIVE	Receives a high volume of incoming phone calls and respond to inquiries in a manner which meets high quality, productivity and other performance standards. Provides information regarding products and services, and responds to other types of inquiries. Responds to customer complaints in a professional manner; attempting to resolve complaints successfully in accordance with established guidelines. Informs supervision/management of all unresolved complaints	\$ 21.94
3.1.3 CALL CENTER	CUSTOMER SERVICE	HELP DESK ANALYST	Responsibilities include consulting with users and developing needs assessments for complex systems hardware and software needs and sourcing. Analyzes systems issues and provides first, second, and third tier technical support to end users on complex issues regarding computer operations and networks, installation, setups, error messages, on-line transactions, system status, and downtime procedures, etc. Participates in problem/change management activities to minimize impact of service disruptions on end users. Undergraduate studies in computer science management information systems, business administration, or related field is preferred.	\$ 24.38
3.1.4 DATA ENTRY	DATA ENTRY	DATA ENTRY CLERK	Maintains database by entering new and updated customer and account information.	\$ 19.50
3.1.10 MEDICAL / HEALTHCARE	MEDICAL BILLING & COLLECTIONS	MEDICAL BILLER, PATIENT FINANCIAL SERVICES	Review patient bills for accuracy and completeness and obtain any missing information. Knowledge of insurance guidelines especially Medicare and state Medicaid. Follow up on unpaid claims within standard billing cycle timeframe. Check each insurance payment is for accuracy and compliance with contract discount. Call insurance companies regarding any discrepancy in payments if necessary. Identify and bill secondary or tertiary insurances. All accounts are to be reviewed for insurance or patient follow-up. Answer all patient or insurance telephone inquiries pertaining to assigned accounts.	\$ 26.00
3.1.10 MEDICAL / HEALTHCARE	MEDICAL BILLING & COLLECTIONS	COLLECTOR, PATIENT FINANCIAL SERVICES	Responsible for the collection of accounts receivable. Assessment of outstanding balances on assigned accounts to determine proper course of action required to obtain payment on accounts. Answer patient and/or insurance phone inquiries; utilize claims software to check status of claim, submission history and eligibility. Contact insurance payers regarding outstanding account receivables. Follow-up on outstanding and delinquent accounts. Check claims to ensure proper ICD9/CPT coding and payor rules are followed. Post insurance payments and electronic remittances.	\$ 21.94

Shift Differential	
Category / Jobtitles	KFORCE PROFESSIONAL STAFFING, INC.
(To search by specific job title click the pull down arrow above. De-select the "(Select all)" and then select specific job title)	
3.1.3. - Call Center	
Call Center 1	\$ 18.50
Call Center 2	\$ 19.25
Call Center 3	\$ 20.00
Call Center Team Lead 1	
Call Center Team Lead 2	
Call Center Team Lead 3	
Call Center Subject Matter Expert Consultant 1	
Call Center Subject Matter Expert Consultant 2	
Call Center Subject Matter Expert Consultant 3	
Collections 1	
Collections 2	
Collections 3	
Commercial Collections Specialist	\$ 25.91
Consumer Collections Specialist	\$ 22.56
Credit / Collections 1	
Credit / Collections 2	
Credit / Collections 3	
Credit Analyst 1	
Credit Analyst 2	
Credit Analyst 3	
Credit Analysis Senior	\$ 32.14
Credit Analysis Staff	\$ 31.36
Customer Service Inbound 1	\$ 21.94
Customer Service Inbound 2	
Customer Service Inbound 3	
Customer Service Inbound II - 1	
Customer Service Inbound II - 2	
Customer Service Inbound II - 3	
Customer Service Outbound 1	\$ 21.94
Customer Service Outbound 2	
Customer Service Outbound 3	
Customer Service Outbound II - 1	
Customer Service Outbound II - 2	
Customer Service Outbound II - 3	
Help Desk Analyst 1	\$ 24.38
Help Desk Analyst 2	
Help Desk Analyst 3	
Sales Inbound 1	
Sales Inbound 2	
Sales Inbound 3	
Sales Inbound II - 1	
Sales Inbound II - 2	
Sales Inbound II - 3	
Sales Outbound 1	
Sales Outbound 2	
Sales Outbound 3	
Sales Outbound II - 1	
Sales Outbound II - 2	
Sales Outbound II - 3	
Switchboard Operator 1	
Switchboard Operator 2	
Switchboard Operator 3	

Disclaimer – This is a consolidate price list created by the State Procurement Officer strictly as a tool for customer use and is not part of the contract.

CONTRACT NO: 1453-14061

EXHIBIT 3

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway Suite 1000 Tampa FL 33607 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED KFORCE INC. 1001 East Palm Avenue Tampa FL 33605-3551 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Atlantic Specialty Insurance Company		27154
	INSURER B: ACE Property & Casualty Insurance Co.		20699
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570052127085 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		7110130020002	01/01/2014	01/01/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/OP AGG	\$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TC2JCAP9530800614	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		M00526939004	01/01/2014	01/01/2015	EACH OCCURRENCE	\$20,000,000
						AGGREGATE	\$20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	TC2JUB9528896314 All other States TRJUB9529899614 AZ MA WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
C				01/01/2014	01/01/2015	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

Coverages apply to KForce Inc. and Subsidiaries with the exception of KForce Government Solutions, Inc.

CERTIFICATE HOLDER**CANCELLATION**

KForce Inc. 1001 East Palm Ave. Tampa FL 33605 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>

Holder Identifier :

Certificate No : 570052127085

ECONOMIC DISCLOSURE STATEMENT
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS.....	EDS i - ii
1	MBE/WBE Utilization Plan.....	EDS 1
2	Letter of Intent.....	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals.....	EDS 3
4	Certifications.....	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest.....	EDS 6 – 12
6	Sole Proprietor Signature Page.....	EDS 13a/b/c
7	Partnership Signature Page.....	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 16a/b/c
10	Cook County Signature Page.....	EDS 17

ECONOMIC DISCLOSURE STATEMENT**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

ECONOMIC DISCLOSURE STATEMENT

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

ECONOMIC DISCLOSURE STATEMENT

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☒ FULL MBE WAIVER ☒ FULL WBE WAIVER
☐ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
 _____ % of Reduction for MBE Participation
 _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the Percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:

- _____ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- _____ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)
- _____ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- _____ (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- _____ (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION:

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Petition for waiver of MBE/WBE Participation-

Companies Kforce has tried to partner with- Washington Group & Marco & Associates (formerly Pareto)

Washington Group- Kforce has partnered with Joyce Washington of the Washington Group for several years but there are 2 reasons why we are not able to partner for this agreement. This first reason is that Joyce's specialty is within healthcare which prohibits us from partnering outside of Cook County Health Systems (which she already works with.) The other reason is because Joyce is currently consulting and not doing much contract staffing work right now.

Marco & Associates- Marco and Associates was a woman owned business called Pareto but in recent years has been purchased by Michael Garelli (see attached conversation with Director Stephen Newman.) When Michael took over majority of the company from Renee Beckman it was no longer a MBE/WBE.

I also have identified 2 other firms but after reviewing their competencies and reviews online I have decided that these are not organizations I feel good about work with. Providing the top talent for Cook County is something me and my firm take seriously and I would prefer to not align myself with a firm I don't feel comfortable with.

Unfortunately, there is a lack of MBE/WBE staffing firms in Illinois that focus on placing finance and accounting talent. For this reason we are unable to find a sub-vendor that can provide the level of talent that Cook County needs and deserves.

Thank you for your time

Ryan Langley

Managing Director- Kforce Chicago

312-917-2290

RLangley@Kforce.com

in

Search inbox

Need Better Recruiting? - ICIMS Recruitment System Gives Recruiters the Tools They Need. Take a Look

Inbox

New

Reply

Trash

More

Prev

Next

Messages (1)

Invitations (1)

Sent

Archive

Trash



RE: Quick Question

Stephen Newman

Updated 11/17/14 12:59 PM

Hey, what's going on Ryan. Your Pals looked good yesterday. They could be primed for a nice offseason this year.

We are not a women's owned business. Renee is a partner but Garell is the majority shareholder, so that would rule us out. I appreciate you thinking of us for it though.

Steve

On 11/14/14 12:59 PM Ryan Langley wrote:

Hey Buddy

Is Marco ever interested in acting as a sub-vendor to other firms as a Woman Owned Business? We may have an opportunity to partner with a company but they are asking if we are open to subbing 10% of our business to a WBE

Reply to message



Stephen Newman

Director Client Services, Marco & Associates

You and Stephen

Connected on 7/25/12

Both worked at Citibank

How did you meet?

Not ready to reply? Add a reminder to reach out to Stephen later



RE: Quick Question

11/17/14



RE: What's up buddy?

7/15/14

Read CODE HALOS and recode the customer experience. GET THE FIRST CHAPTER FY

ECONOMIC DISCLOSURE STATEMENT**CERTIFICATIONS (SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

ECONOMIC DISCLOSURE STATEMENT

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

ECONOMIC DISCLOSURE STATEMENT

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes _____

No ☒ _____

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes _____

No ☒ _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

N/A

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☒ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

ECONOMIC DISCLOSURE STATEMENTCOOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name: Kforce Inc D/B/A: _____ EIN NO.: 59-3264661

Street Address: 1001 E Palm Ave.

City: Tampa State: FL Zip Code: 33605

Phone No.: 813-552-5000

Form of Legal Entity:

<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trustee of Land Trust
<input type="checkbox"/> Business Trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Association	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Other (describe) _____			

ECONOMIC DISCLOSURE STATEMENT

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>None</u>		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

<u>Joseph J. Liberatore</u>	<u>President</u>
Name of Authorized Applicant/Holder Representative (please print or type)	Title

<u>[Signature]</u>	<u>11/12/15</u>
Signature	Date

E-mail address	Phone Number

Subscribed to and sworn before me

My commission expires:

this 11th day of December, 2014
X Heather Parshad

Notary Public Signature

<u>3/28/15</u>	HEATHER E. PARSHAD
Notary Seal	MY COMMISSION # EE 073084
	EXPIRES: March 28, 2015
	Bonded Thru Budget Notary Services

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. Note: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:
http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	Half-sister

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

ECONOMIC DISCLOSURE STATEMENT**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: _____ Title: _____
 Business Entity Name: Kforce Inc. Phone: 813 552-5000
 Business Entity Address: 1001 E Palm Ave. Tampa FL 33605

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employer Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☒ There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employer's Signature _____

Date _____

Subscribe and sworn before me this 11th day of December, 2014.

a Notary Public in and for Hillsborough County

(Signature)

NOTARY PUBLIC

SEAL



HEATHER E. PARSHAD
 MY COMMISSION # EE 073084
 EXPIRES: March 28, 2015
 Bonded Thru Budget Notary Services

My Commission expires 3/28/15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
 69 West Washington Street,
 Suite 3040
 Chicago, Illinois 60602

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A SOLE PROPRIETOR

(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A CORPORATION

(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: KForce Inc
 BUSINESS ADDRESS: 1001 E Palm Ave
Tampa FL 33605
 BUSINESS TELEPHONE: 813 552-5000 FAX NUMBER: _____
 CONTACT PERSON: _____
 FEIN: 59-3264661 *CORPORATE FILE NUMBER: 61193022

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Joseph Liberatore VICE PRESIDENT: _____
 SECRETARY: David Kelly TREASURER: Judy Genchino
 **SIGNATURE OF PRESIDENT: _____
 ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed to and sworn before me

this 11th day of December, 2014.
x Heather Parshad

Notary Public Signature

My commission expires:



HEATHER E. PARSHAD
 MY COMMISSION # EE 0730
 EXPIRES: March 28, 2015
 Bonded Thru Budget Notary Services

3/28/15

Notary Seal



HEATHER E. PARSHAD
 MY COMMISSION # EE 0730
 EXPIRES: March 28, 2015
 Bonded Thru Budget Notary Services

*If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

**In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

State of Florida

Department of State

I certify from the records of this office that KFORCE INC. is a corporation organized under the laws of the State of Florida, filed on August 19, 1994, effective August 18, 1994.

The document number of this corporation is P94000061204.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on February 10, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2014*



Ken DeFuria
Secretary of State

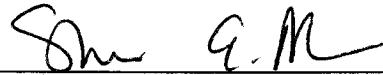
Authentication ID: CC4869735244

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 26 DAY OF February, 2015

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1453-14061

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 62,062⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)